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Union: **Patrolmen's Benevolent Association of New Windsor, New York, Inc.**

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**AGREEMENT**  
**BETWEEN**  
**TOWN OF NEW WINDSOR**  
**AND**  
**PATROLMEN'S BENEVOLENT ASSOCIATION**  
**OF NEW WINDSOR, NEW YORK, INC.**

**JANUARY 1, 2008 THROUGH DECEMBER 31, 2010**

**RECEIVED**

JUL 30 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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This Agreement made this 3<sup>rd</sup> day of APRIL 2008 by and between the Town of New Windsor, Orange County, New York herein after referred to as the "Town", party of the first part and the Patrolmen's Benevolent Association of New Windsor, Inc., hereinafter referred to as the "P.B.A.", party of the second part.

## **ARTICLE I**

### **A. DEFINITIONS:**

For the purpose of this Agreement, the following terms shall be deemed to have the meaning set forth as follows:

1. **Town** - Shall mean the Town of New Windsor, The Town Board of said town, or any designated representative thereof.
2. **P.B.A.** - Shall mean the Patrolmen's Benevolent Association of New Windsor, New York, Inc.
3. **Police Officer** - Shall mean any full time member of the Police Force of the Town of New Windsor below the rank of Lieutenant.
4. **Length of Service** - Shall mean the total amount of calendar time from the date a Police Officer began duty with the Town of New Windsor as a Full Time Police Officer, plus any prior service granted by reason of prior employment as a Police Officer.

## **ARTICLE II**

### **A. STATEMENT OF POLICY**

1. **Harmonious and Cooperative Relationship** - It is the policy of the Town to continue harmonious and cooperative relationships with its Police Officers and to ensure the orderly and uninterrupted operation of Government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting employees the right of organizational representation concerning the determination of terms and conditions of employment.

2. Recognition PBA Bargain - The Town, pursuant to Civil Service Law, and in accordance with the General Municipal Law provisions of the State of New York, hereby recognizes the Patrolmen's Benevolent Association of New Windsor, Inc., as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other conditions of employment for all Police Officers of the Town of New Windsor excluding all ranks above Sergeant.
3. Unchallenged Representative Status - The Town agrees, pursuant to the statutes above noted, that the P.B.A. has unchallenged representative status for the maximum period permitted by law. In the event that the Policemen's Benevolent Association of New Windsor, Inc. shall cease to exist at any time during this contract, then the terms and conditions will continue to the termination date of this contract.
4. Not Negotiate with Other Organization - The Town will not negotiate with any other organization with reference to the terms of employment with respect to Police Officers.
5. PBA Access to Police Officers - The P.B.A. shall have access to said Police Officers and shall be able to meet with them at any time so long as the work schedules are not affected.
6. PBA President Time Off - Upon approval of the Chief of Police the P.B.A. President and/or his designee shall be granted time off, not to exceed a total of forty (40) hours each year to attend or administer P.B.A. business or to attend any labor-management conferences, without charge against any paid leave time.

### **ARTICLE III**

#### **A. THE TOWN COVENANTS:**

1. Right To Hire - The Town shall have the right to hire Police Officers provided said employees meet the standards as set by Civil Service Law. The Town will consider the recommendation of the Chief of Police in all cases.
2. Not Enter in Agreement with Respective Officers - The Town agrees that it shall not enter into any agreements with respective Police Officers, which agreements are contrary to the provisions hereof.
3. Provisional Appointments - The Town may make provisional appointments of Police Officers. The provisional positions shall not continue for more than two

(2) months after the receipt by the Town of the results of the next Civil Service Test for said position.

4. Not Diminish or Impair Terms of Contract - The Town will not diminish or impair, during the terms of this Agreement, any benefits or privileges provided by law, rule, or regulation for Police Officers without prior notice to the P.B.A. and when appropriate, without re-negotiations with the P.B.A.
5. Drug Testing of Police Officers - The Town has the option to require Police Officers to submit to Drug Testing. The Drug Testing shall be suspicion based and random. Random testing shall be limited to two times per year.

#### ARTICLE IV

##### A. SALARIES:

1. Base Salary - A Police Officer shall be paid a base salary determined by the continuous length of service with the Town as set forth in Appendix "A" (Salary Schedule).
2. Gross Salary - In addition to the base salary, a Police Officer shall receive one rank differential as set forth below, for which he qualifies. The total of a Police Officer's base salary and his differential (if he is entitled) shall be known as his GROSS SALARY.
3. Rank Differentials – The rank differentials are as follows:
  - (a) First Sergeant 18% above base salary
  - (b) Detective Sergeant 18% above base salary
  - (c) Sergeant 15% above base salary
  - (d) Detective 10% above base salary
  - (e) Identification Officer 10% above base salary
  - (f) Youth Officer 10% above base salary

Starting January 1, 2009 the Rank Differentials are as follows and will replace the above Rank Differentials

- (a) First Sergeant 19% above base salary
- (b) Detective Sergeant 19% above base salary
- (c) Sergeant 16% above base salary
- (d) Detective 11% above base salary
- (e) Identification Officer 11% above base salary
- (f) Youth Officer 11% above base salary

4. Weekly Salary - A Police Officer shall be paid 1/52 of his GROSS SALARY per year during each calendar week during the term of this contract. The foregoing sum shall be known as the Police Officers Weekly salary.
5. Hourly Salary - A Police Officers hourly salary will be 1/40 of his weekly salary.
6. Length of Service - A Police Officer shall receive payment for the salary step to which he is entitled based on his length of service. The payment of said salary for said step shall begin with the payroll disbursement date for the pay period in which the Police Officer completes his first tour of duty past his anniversary date.
7. Longevity - Police Officers having continuous employment with the Town Police Force shall receive a percentage raise on their anniversary. The longevity will be to their base salary and be added to their hourly rate of pay as follows:

Year 8	Longevity	add 2%	to	five (5) year salary
Year 11	Longevity	add 2%	to	eight (8) year salary
Year 14	Longevity	add 2%	to	eleven (11) year salary
Year 17	Longevity	add 2%	to	fourteen (14) year salary
Year 20	Longevity	add 2%	to	seventeen (17) year salary

Starting January 1, 2010 Longevity will increase to 2.5% per step and the present Longevity schedule will be replaced by the following.

Year 8	Longevity	add 2.5%	to	five (5) year salary
Year 11	Longevity	add 2.5%	to	eight (8) year salary
Year 14	Longevity	add 2.5%	to	eleven (11) year salary
Year 17	Longevity	add 2.5%	to	fourteen (14) year salary
Year 20	Longevity	add 2.5%	to	seventeen (17) year salary

See Appendix "A"

8. Daylight Savings Time - Officers who are scheduled to work on a shift involving daylight savings time will not be entitled to extra compensation for working an extra hour in the fall nor will they be required to compensate the town for working one less hour in the spring.
9. Night Differential ("A&C" Line) - Officers regularly scheduled A-line (2200 hrs to 0600 hrs) or C-line (1400 hrs to 2200 hrs) shall be paid a night differential. Officers regularly scheduled A-line shall be paid a 5% differential. Officers regularly scheduled C-line shall be paid a 2.5% differential. Officers regularly scheduled a D-line or E- line between the hours of 1400 hrs. and 0600 hrs., or any other shift that falls between the hours of 1400 hrs. and 0600 hrs. shall be paid a differential equal to the

number of hours spent within the above two differentials. (Example: If an officer is regularly scheduled to work from 2000 hrs. to 0400 hrs. he shall receive four (4) hours at the C-line differential and four (4) hours at the A-line differential). Night Differential will be added to a Police Officers BASE SALARY or GROSS SALARY which ever is greater.

**B. OVERTIME:**

1. Time and One-Half - For each hour in excess of eight (8) hours worked, during any calendar day, a Police Officer shall be paid one and one-half times (1.5X) his hourly salary.
2. Double Time - For each hour in excess of sixteen (16) consecutive hours so worked, a Police Officer shall be paid two times (2X) his hourly salary.
3. Overtime Payment - All overtime pay is to be paid to the Police Officer at the end of each week.
4. Compensatory Time - Compensatory time off may be substituted for overtime pay at the Police Officers option. No Police Officer may accumulate more than eighty (80) hours of compensatory time at any given time.

**C. EXTRA DUTY:**

1. Payment - A Police Officer required to work extra duty time which time is contiguous, either prior to or subsequent to a scheduled shift, shall be paid for such time herein designated as OVERTIME.
2. Call In - Extra duty time, worked on a calendar day on which is not contiguous with that shift, shall be paid on a minimum of three (3) hours or the amount of time which is actually worked, whichever is more.
3. Call In Payment - A Police Officer who works any extra time on a calendar day not part of his tour of duty and not contiguous with a tour of duty, shall be credited with a minimum of three (3) hours worked, or the actual time worked, whichever is more and shall be paid at one and one-half times (1.5X) his hourly salary for the first eight (8) hours and two (2) times his hourly salary for each hour thereafter.

4. Canine Care - Canine Police Officers shall receive three (3) hours per week of overtime pay for maintenance and care of the canine.
5. Payment for Court Appearances - A Police Officer will be paid at the rate of one and one-half times (1.5X) his hourly rate for all court appearances outside his regular scheduled workday, including Motor Vehicle Hearings, and will be paid a minimum of two (2) hours and any of the following that is applicable:
  - (a) Mileage - A Police Officer will also be paid fifteen cents (\$0.15) per mile traveling expense to and from all court appearances if said Police Officer uses his own vehicle.
  - (b) Travel Time - Travel time is to be considered part of the appearance time.
  - (c) Travel Time Payment - Travel time for payment purposes is defined as the time that the Officer leaves Headquarters for such appearance.

## ARTICLE V

### A. SHIFTS

1. Duty Schedule - The duty schedule shall be in accordance with the following. Officers shall be regularly scheduled to straight shifts, with a four (4) consecutive days on duty and two (2) consecutive days off duty rotation. The shifts are defined as follows.
  - A - line (2200 hrs. to 0600 hrs.)
  - B - line (0600 hrs. to 1400 hrs.)
  - C - line (1400 hrs. to 2200 hrs.)
  - D - line as per Article V sub A 2
  - E - line (2000 hrs. to 0400 hrs.) note E – line is to be worked by supervisors only.

The above regularly scheduled straight shifts shall be filled in order of seniority preference as stated by Officers who shall set forth their first, second, and third choice of a regularly scheduled straight shift. This shall be known as a yearly shift bid. Yearly shift bids will be solicited from Officers, by the Chief of Police or his designee in October, November, or December of each year, and shall be implemented on January 1 of the following year. Newly hired Officers will be scheduled by the Chief of Police or his designee for the first two yearly shift bids, these Officers

shall be entitled to shift differentials, when scheduled to work between the hours of 1400 hrs. and 0600 hrs.

The duty schedule shall be in accordance with the above and the duty chart in Appendix "B". The above and duty chart in Appendix "B" hereto represents a significant departure from the previous schedule and the Employer agrees that no further change shall be made to the duty chart without prior notification to the P.B.A. The P.B.A. shall have the right to object to said changes in the duty chart and said changes will not be implemented and the parties agree that any differences will become subject of collective bargaining. The P.B.A. shall not, however, be unreasonable in the presentation of objection or in the cooperation to resolving any problem.

2. "D" Line - The Chief of Police may set up a "D" Line in eight (8) hour blocks to be worked by Police Officers with the officer's permission. Such time periods are to be determined by the Chief of Police. Officers assigned to special units (IE: K-9, Traffic, Child Safety Seat Tech, etc.) will be scheduled by seniority within the units, using the D-line.
3. Use of Duty Chart For Disciplinary Purposes - Under NO circumstances shall the duty chart or duty chart assignments be used for disciplinary purposes, any and all differences and agreements with regard to the existing duty chart shall be subject to the grievance arbitration procedures of the collective bargaining agreement.
4. Scheduling of Sergeants - Sergeants shall be scheduled at the direction and discretion of the Chief of Police. This schedule shall not conflict with any of the provisions of Section 971 of the Unconsolidated Laws of the State of New York, or any of its successors. The total number of days that a sergeant may be scheduled in any one year shall not exceed the total number of days such sergeant would work under a four (4) consecutive days on duty and two (2) consecutive days off duty work schedule.
5. Scheduling of Detectives - Detectives shall be scheduled at the direction and discretion of the Chief of Police. This schedule shall not conflict with any of the provisions of Section 971 of the Unconsolidated Laws of the State of New York, or any of its successors. The total number of days that a detective may be scheduled in any one year shall not exceed the total number of days such detective would work under a four (4) consecutive days on duty and two (2) consecutive days off duty work schedule. Detectives shall only be scheduled, Monday through Friday, in eight (8) hour blocks.
6. Stewart International Airport Scheduling - In the event that the Town assumes additional policing responsibilities at Stewart International Airport, the Town and the P.B.A. agree to implement a temporary airport work



schedule for one (1) year to provide coverage for this additional responsibility. The Town agrees to provide the P.B.A. with thirty (30) calendar days written notice of any intention to provide police services at the airport. The number of airport detail personnel will be determined by the Chief of Police with volunteers being given first consideration on a seniority basis. These officers may be reassigned with thirty (30) calendar days written notice by either the Chief or the officer to the other respective party.

In the event that there is not a sufficient number of suitable volunteers, the remainder of the detail will be filled with new hires and, if necessary, other officers who will be selected in inverse seniority by the Chief of Police. These assignments by the Chief of Police will be for a maximum of one hundred eighty (180) days, unless both parties agree to a longer assignment. The Town and the P.B.A. agree to negotiate a permanent work schedule for this detail including terms and conditions of the airport assignment within the first year of the creation of the detail. This provision is only valid should the Town assume policing responsibilities at Stewart International Airport air passenger terminal.

## **ARTICLE VI**

### **POLICE STAFF**

1. Court Officer - No Police Officer shall be required to act as clerk bailiff, jury officer, or court officer for the Town Courts, except in emergencies.
2. School Crossing Guard - The Town agrees that no Police Officer shall serve as a school crossing guard for any school, except in cases of emergencies.
3. Promotions - All promotions below the rank of Lieutenant shall be filled from the ranks of the Department on the basis of qualifications pursuant to Civil Service Regulations.

## **ARTICLE VII**

### **A. UNIFORMS AND EQUIPMENT:**

1. Clothing Allowance - All newly hired employees shall receive a full issue of departmental uniforms and equipment, as defined by the attached Appendix "C", (Uniform and Equipment).

- (a) First January - On January 1<sup>st</sup>, following the hiring of a new employee, the employee shall receive an annual clothing allowance in the amount of one hundred dollars (\$100.00).
  - (b) Second January - On the following January 1<sup>st</sup>, the employee shall receive an annual clothing allowance as follows:  
  
Four hundred dollars (\$400.00)/ year
  - (c) Third January - On the following January 1<sup>st</sup>, the employee shall receive an annual clothing allowance as follows:  
  
Five hundred fifty dollars (\$550.00)/year
  - (d) Annual Allowance - Commencing the fourth January 1<sup>st</sup> after hire date and every January 1<sup>st</sup> thereafter, officers shall receive an annual clothing allowance as follows:  
  
One thousand dollars (\$1000.00)/year
- 2. Clothing Allowance Credited - Clothing allowances shall be credited to each Police Officer as of January 1<sup>st</sup> of each year. These credits shall be paid as a matter of right upon presentation of payment vouchers for uniforms and related Police Equipment.
  - 3. Cleaning Allowance - A separate cleaning allowance of Five hundred dollars (\$500.00) will be paid to each Police Officer during the first pay period of July in each year.
  - 4. Equipment Schedule - An equipment schedule shall be posted at the Police Headquarters and copies of same shall be distributed to the president of the P.B.A.
  - 5. Equipment Replacement - Uniforms and related apparel torn or damaged while on duty shall be replaced by the Town. This expense shall be in addition to the annual clothing allowance.
    - (a) Bulletproof Vest Replacement - Bulletproof Vests shall be replaced by the Town in accordance with the manufacturer's recommendations and the entire cost shall be borne by the Town with no deduction from the uniform allowance.

6. Uniform Change – If the uniform is changed by the Town, the entire cost shall be borne by the Town with no deduction from the uniform allowance.
7. Weapons - Firearms shall be paid for by the Town for each Police Officer. The type of firearm shall be determined by the Chief of Police, but if a standard firearm is recommended by the appropriate State Authority, the Town shall convert to such firearm within a reasonable length of time. This expense shall be in addition to the annual clothing allowance.
8. Ammunition - The Town shall, at its expense, supply each officer with ammunition to be used for qualifying purposes. This expense shall be in addition to the annual clothing allowance.
9. Weapons Repair - Repair of service firearms shall be at the expense of the Town.

## ARTICLE VIII

### A. HEALTH INSURANCE:

1. Insurance Plan - The Town shall provide group Health Insurance to all Police Officers. Such coverage shall be individual coverage or Family Plan according to the marital status of the Police Officer. Such Health Insurance Plan shall be that of the BLUE CROSS, BLUE SHIELD and MAJOR MEDICAL.
  - (a) Change of Plan - Employees are enrolled as of the effective date of this Agreement, in the Empire Plan. The issue of health insurance shall be maintained as an open item and the Association shall meet and commence negotiations upon the Employer's request to change carriers. The Association shall agree to the implementation of a health insurance program with a new and different carrier if the benefits contained therein are substantially the same as those currently enjoyed by the Association under this Agreement. The Employer shall have the right, upon reasonable notice to the P.B.A. to enroll in and implement the Orange County "Consortium Health Insurance Plan for Municipalities."
2. Payment of Insurance Plan – The cost of such health insurance plan shall be borne by the Town.
3. Buy Out of Insurance Plan – The shall offer a “buy-out” plan for those employees who participate in the Town’s Family Coverage Plan. Upon submission of proof of

alternative insurance coverage the employee shall be entitled to a annual buyout of four thousand (\$4,000.00) dollars. This payment shall be in a lump sum, less applicable payroll taxes, and shall be given to the employee at the end of three (3) calendar months following the month in which the notice is given. The buy-out option may be exercised only once.

EXAMPLE: Notice given March 15<sup>th</sup>, payment made first payday after July 1<sup>st</sup>.

- 4 Re-Enter Insurance Plan - Should such employee on buy-out status demonstrate to the a Town that the need to return to active status exist, notice must be given and the Town will request reinstatement. Reinstatement will become effective the first day of the fourth month following the date the reinstatement notification is given to the provider by the Town.

EXAMPLE: Town request reinstatement on April 15<sup>th</sup>, reinstatement becomes effective August 1<sup>st</sup>.

Any employee who opts for a buy-out and must seek reinstatement within the first year of said buy-out may do so, but shall repay the Town a pro-rated share of the monies received.

5. Continuation of Health Insurance Coverage Upon Retirement and for Dependent Survivor(s):

A. Eligibility for and Election of Continuation of Health Insurance Coverage Upon Retirement

Effective July 1, 2002, except as otherwise expressly provided in this Agreement, a bargaining unit employee is eligible for continuation after retirement of health insurance coverage pursuant to the terms of the same health insurance plan provided by the Town to active unit employees if the employee (i) has twenty (20) years of employment as a police officer with the Town Police Department and (ii) retires from the Town Police Department with a pension from the New York State Police and Fire Retirement System. The continuation of coverage provisions stated herein shall apply only to the health insurance coverage referenced in Article VIII section A and shall not apply to any other benefit the employee may receive.

Notification - An employee who elects to continue health insurance coverage shall notify the Town Comptroller in writing no later than forty-five (45) days prior to the employee's retirement date. The employee may elect to continue health insurance

coverage immediately upon retirement. The employee may also elect to defer continuation of the health insurance coverage during retirement upon such terms as permitted by the health insurance plan. If written notice of continuation or deferral of retirement health insurance coverage is not received by the forty-five (45) day period, the terms of this Agreement regarding continuation of Town provided health insurance coverage during retirement shall not apply at any time after the employee's retirement from the Town.

An employee who elected to defer continuation of health insurance coverage during retirement shall notify the Town Comptroller no later than forty-five (45) days prior to activation of health insurance coverage. The terms of this Agreement regarding notification of amount(s) due from the employee and payment(s) by the retired employee shall apply to activation of coverage.

An employee who is the recipient of a disability retirement pension and eligible to continue or defer health insurance coverage as provided by section D below, shall provide written notification of election to continue or defer health insurance coverage to the Town Comptroller no later than forty-five (45) days after receipt of notice of the award of a disability retirement pension. If written notice of continuation or deferral of retirement health insurance coverage is not received by the forty-five (45) day period, the terms of this Agreement regarding continuation of Town provided health insurance coverage during retirement shall not apply at any time after the employee's retirement from the Town.

- B. Premium. Cost for Retired Employee Health Insurance Coverage During the time the retired employee's health insurance coverage is in effect, the Town shall pay 90% of the premium cost for individual health insurance coverage and the retired employee shall pay 10% of the premium cost of individual health insurance coverage (the 90/10 plan). If the retired employee elects to continue dependent family coverage, the Town shall pay the sum of 90% of the premium cost for individual health insurance coverage plus 85% of the difference in premium cost between individual and dependent family coverage, and the retired employee shall pay the balance of the premium cost (the 85/15 plan). The amount of premium cost paid by the Town and by the retired employee shall be determined by utilization of the New York State Employees Health Insurance Program Employee-Employer Variable Contribution Rate Table for Participating Agencies.

was 75%

The Town shall pay the full monthly premium for the retired employee's health insurance coverage as billed by the insurance plan administrator. The annual payment due from the retired employee for purposes of health insurance coverage shall be made to the Town in two installments: the first installment shall be due in month of January and the second installment shall be due in the month of July. The Town will provide the retired employee with a statement of the retired employee's installment for payment in the month prior to the month in which the installment payment is due.

The Town will provide to the retired employee within the first month of coverage a statement of the initial payment due from the retired employee prior to the January or

July installment payment, and the retired employee shall make the initial payment within thirty days of the notification. The statement(s) will be mailed to the address last provided by the retired employee to the Town Comptroller. If the retired employee does not make payment of any monies that may be due, the health insurance coverage provided by the Town shall be subject to termination in accordance with law.

C. Utilization of the Employee's Accumulated Sick Leave

An employee who elects to continue or defer Town provided health insurance coverage after retirement shall not receive the cash payment provided in Article IX section C.4 for days of accumulated unused sick leave, up to and including 165 days of accumulated unused sick leave. The employee's accumulated unused sick leave shall be used to calculate a fixed lifetime monthly credit as provided in this subsection and the fixed lifetime monthly credit shall be utilized to offset the cost of the employee's portion of the premium cost for continued health insurance coverage as provided in section 2 above. The employee shall receive the cash payment for the remaining days of accumulated unused sick leave in excess of 165 days, up to twenty (20) remaining days of the total maximum sick leave accumulation of 185 days eligible for the cash payment provided by Article IX section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time. An employee who does not elect to continue or defer Town provided health insurance coverage upon retirement shall receive the cash payment for accumulated unused sick days up to and including 185 days as provided by Article IX, section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time.

For purposes of accumulating days of unused sick leave, an employee may elect to convert a portion of the employee's annual vacation entitlement to sick leave in each of the employee's 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup> and 19<sup>th</sup> years of service. Prior to the calendar year in which a unit employee's 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup> and/or 19<sup>th</sup> anniversary date occurs, the unit employee may elect by written notice to the Town to convert up to fifteen (15) days of the annual vacation entitlement to an equivalent amount of sick leave.

At the beginning of the unit employee's last year of service, the employee may elect to convert up to twenty-five (25) days of accumulated unused annual vacation time to an equivalent amount of sick leave to be used for purposes of continuation of health insurance coverage upon retirement. The election to convert twenty-five days of accumulated unused vacation time to sick leave shall be made in writing and shall be limited to one such election during the employee's career with the Town.

The fixed lifetime monthly credit shall be calculated by dividing the dollar value of the contributed sick leave (total hours contributed up to 165 days multiplied by the hourly rate of pay at date of retirement) by the number of months of the employee's life expectancy at the time of retirement; in accordance with the actuarial table utilized by the New York State Police and Fire Retirement System for an employee who retires on a regular service retirement (section A above) or an employee who retires on a disability

retirement (section D below), depending on the circumstances of the employee's retirement.

If an employee elects to defer health insurance coverage, the fixed lifetime monthly credit shall be determined by dividing the dollar value of the sick leave contributed at the date of retirement by the number of months of the employee's life expectancy at the date coverage is activated.

The fixed lifetime monthly credit shall be applied to offset the monthly payment of the retired employee's portion of the health insurance premium. By way of example and not limitation, an employee who at retirement has 165 days of accumulated unused sick leave, which is calculated to equal a dollar value amount of \$37,352, and who has a life expectancy at the time retirement health insurance coverage commences of 30 years (360 months), shall have a fixed lifetime monthly credit of \$103.75 ( $\$37,352 / 360$ ), which amount shall be used to offset the retired employee's obligation to pay a portion of the health insurance premium charge.

D. Continuation of Health Insurance Coverage For Recipient of Disability Retirement Pension

(a) Ordinary Disability Retirement. An employee who retires pursuant to the award by the New York State Police and Fire Retirement System of an ordinary disability retirement pension (non-work related) as provided by Retirement and Social Security Law section 362, is eligible for continuation of Town provided health coverage stated in this Agreement provided the employee has ten (10) years of creditable service as a police officer and member of the New York State Police and Fire Retirement System. Continuation of health insurance coverage for an employee who does not have ten (10) years of creditable service as a police officer shall be as provided by the Rules and Regulations of the health insurance plan administrator and the terms of this Agreement regarding continuation of Town provided health insurance coverage during retirement shall not apply. An employee who retires pursuant to an ordinary disability retirement pension, who is eligible for and who elects to continue or defer Town provided health insurance coverage shall not receive any payment for accumulated unused sick leave totaling one hundred sixty-five (165) days or less, and the sick leave shall be utilized to establish the fixed lifetime monthly credit for the retired employee as provided in section C above. The employee shall receive the cash payment for any remaining days of accumulated unused sick leave in excess of 165 days, up to twenty (20) remaining days of the total maximum sick leave accumulation of 185 days eligible for the cash payment provided by Article IX section. C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time. An employee who does not elect to continue or defer Town provided health insurance coverage upon retirement shall receive payment for accumulated unused sick days as provided by Article IX, section C.4 and

payment of accumulated unused vacation leave and accumulated unused compensatory time.

(b) Accidental or Performance of Duty Disability Retirement - An employee who retires pursuant to the award by the New York State Police and Fire Retirement System of an accidental disability retirement pension as provided by Retirement and Social Security Law section 363 or a performance of duty disability retirement pension as provided by Retirement and Social Security Law section 363-c (hereafter "duty related disability pension") is eligible for continuation of Town provided health coverage stated in this Agreement regardless of the employee's length of service. An employee who retires pursuant to a duty related pension and who elects to continue or defer Town provided health insurance coverage shall not receive any payment for accumulated unused sick leave totaling one hundred sixty-five (165) days or less, and the sick leave shall be utilized to establish the fixed lifetime monthly credit as provided in section C above. The employee shall receive the cash payment for the remaining days of accumulated unused sick leave in excess of 165 days, up to twenty (20) remaining days of the total maximum sick leave accumulation of 185 days eligible for the cash payment provided by Article IX section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time. An employee who does not elect to continue or defer Town provided health insurance coverage upon retirement shall receive payment for accumulated unused sick days as provided by Article IX, section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time.

E. Continuation of Health Insurance Coverage for Dependent Survivor(s)

A dependent survivor of an employee or a retired employee who is covered by the Town provided dependent health insurance plan at the time of death is eligible for continued coverage under the health insurance plan as hereafter provided.

(a) Employee Deceases Prior to Retirement. The surviving dependent(s) of an employee who (i) deceases prior to retirement from the Town and (ii) was covered by the dependent family health insurance plan at the time of death, is eligible for continuation of Town provided health insurance coverage. Continuation of health insurance coverage for an eligible survivor dependent(s) shall be subject to any other condition(s) concerning eligibility as may be required by the health insurance plan administrator.

The survivor dependent(s) who elects continuation of health insurance coverage shall pay fifteen percent (15%) of the premium cost of the continued health insurance coverage and the Town shall pay eighty-five (85%) of the premium cost of the continued health insurance coverage.

A survivor dependent who elects to continue health insurance shall be paid for the employee's accumulated unused vacation leave, personal leave, compensatory time and accumulated unused sick time (notwithstanding the length of service provisions of



Article IX, section C.4), at the employee's rate of pay prevailing at the date of the employee's death; provided, however, that any monies due from the Town to the employee or required to be paid on behalf of the employee, at the election of the survivor dependent, may be utilized to pay the survivor dependent(s)' health insurance premium cost until such monies are exhausted. If the survivor dependent does not elect continuation of health insurance coverage as provided by this Agreement, the survivor dependent shall be paid by the Town the employee's accumulated unused vacation leave, personal leave, compensatory time and accumulated unused sick time (notwithstanding the length of service provisions of Article IX, section C 4), at the employee's rate of pay prevailing at the date of the employee's death.

The provisions of this Agreement are not intended to affect other right(s) a survivor dependent(s) may have with respect to continuation of health insurance coverage pursuant to the federal COBRA statute or by contract under the terms of the health insurance plan, and the terms of this Agreement shall not apply to such other rights to coverage.

(b) Employee Deceases in the Performance of Police Duty - The surviving dependent(s) of an employee who (i) dies as the result of the performance of police duty as interpreted and determined by the State Comptroller pursuant to the provisions of Retirement and Social Security Law section 361 and (ii) was covered by the dependent family health insurance plan at the time of the employee's death, is eligible for continuation of health insurance coverage. Continuation of health insurance coverage for an eligible survivor dependent(s) shall be subject to any other condition(s) concerning eligibility as may be required by the health insurance plan administrator. The Town shall pay the full cost of continuation of health insurance coverage for the eligible surviving dependent(s) of an employee who deceases under the circumstances set forth above. The survivor dependent shall be paid the employee's accumulated unused vacation leave, personal leave, compensatory time and accumulated unused sick time (notwithstanding the length of service provisions of Article IX, section C.4), at the employee's rate of pay prevailing at the date of the employee's death. The provisions of this Agreement are not intended to affect other right(s) a survivor dependent(s) may have with respect to continuation of health insurance coverage pursuant to the federal COBRA statute or by contract under the terms of the health insurance plan, and the terms of this Agreement shall not apply to such other rights to coverage.

(c) Death of Retired Employee – Upon the death of a retired employee who has elected to continue or defer Town provided health insurance coverage pursuant to the terms of this Agreement, the surviving dependent(s) covered by the dependent family health insurance plan is eligible to continue health insurance coverage subject to any other condition(s) concerning eligibility as may be required by the health insurance plan administrator.

The survivor dependent(s) who elects continuation of health coverage shall pay fifteen percent (15%) of the premium cost of the continued health insurance coverage

and the Town shall pay eighty-five percent (85%) of the premium cost of the continued health insurance coverage.

Upon the death of a retired employee, a sick leave fund accounting shall be made to determine the value of any unexpended balance of the sick leave contributed by the employee at the date of his or her retirement. This amount, if any, shall be utilized for payment of the survivor dependent(s)' portion of the premium cost of the continued health insurance coverage, until the balance is exhausted, at which time the dependent survivor remains responsible for fifteen percent (15%) of the premium cost of the continued health insurance coverage for so long as coverage is in effect. The unexpended balance shall be determined by subtracting from the dollar value of the sick leave contributed by the employee at the date of retirement the product of the retired employee's fixed lifetime monthly credit amount times the number of months the lifetime monthly credit was utilized for purposes of offsetting the retired employee's share of health insurance premium contribution. By way of example and not limitation, the unexpended balance in the situation of a retired employee who had a lifetime monthly credit of \$103.75 and a sick leave contribution of \$37,352 at retirement and who was covered by Town provided health insurance for 20 months during retirement when the retiree deceases, will be calculated as \$37,352 less (\$103.75 times 20), which amounts to \$35,277.

If the survivor dependent(s) elects to not continue health insurance coverage and there is an unexpended balance, the unexpended balance shall be paid to the survivor dependent. The provisions of this Agreement are not intended to affect other right(s) a survivor dependent(s) may have with respect to continuation of health insurance coverage pursuant to the federal COBRA statute or by contract under the terms of the health insurance plan, and the terms of this Agreement shall not apply to such other rights to coverage.

(d) Notification and Payment - A survivor dependent(s) who elects to continue health insurance coverage shall notify the Town Comptroller in writing no later than forty-five (45) days after the death of the employee or retired employee. If written notice of continuation of health insurance coverage is not received, the terms of this Agreement regarding election to not continue survivor dependent coverage shall be deemed to apply.

The Town shall pay the full monthly premium for the survivor dependent(s)' continued health insurance coverage as billed by the insurance plan administrator. The annual payment due from the dependent survivor for purposes of health insurance coverage shall be made to the Town in two installments: the first installment shall be due in month of January and the second installment shall be due in the month of July. The Town will provide the dependent survivor with a statement of the dependent survivor's installment for payment in the month prior to the month in which the installment payment is due.

The Town will provide to the dependent survivor within the first month of continued coverage a statement of the initial payment due from the dependent survivor

prior to the January or July installment payment, and the dependent survivor shall make the initial payment within thirty days of the notification. The statement(s) will be mailed to the address last provided by the retired employee and/or dependent survivor to the Town Comptroller. If the dependent survivor does not make payment of any monies that may be due, the health insurance coverage provided by the Town shall be subject to termination in accordance with law.

In the event dependent survivor health insurance coverage terminates for all eligible persons and at the time there is a balance in the sick leave fund contributed by the employee at the time of Retirement which has not been utilized for purposes of dependent: survivor health insurance coverage as provided above, the unexpended balance shall be paid to the dependent survivor(s). The unexpended balance shall first be utilized for purposes of payment of continued health insurance coverage as provided above for any eligible dependent survivor who elects to continue health insurance coverage.

F. Declaration of Invalidity

If any provision, or the enforcement of any provision of this Agreement for continuation of health insurance is or shall at any time be determined by a court of competent jurisdiction to be contrary to law, or is the basis of expulsion of the Town from the health insurance plan as determined by competent authority, then any such provision shall not be applicable or enforced or performed, except to the extent permitted by law or the health insurance plan administrator. The remainder of this Agreement shall continue in full force and effect. Upon the determination that a provision of this Agreement no longer applies, will be enforced or performed, the parties shall meet and negotiate within thirty (30) days with respect to substitute terms for the provision in issue. The provisions of the Taylor Law concerning the resolution of an impasse in negotiations between the Town and the Union shall apply to the negotiations for substitute terms.

B. WELFARE FUND:

1. Town Contribution - The Town shall contribute one hundred fifty dollars (\$150.00) per year per full time Police Officer of the bargaining unit to a welfare fund, said welfare fund is to be administered by the P.B.A. The Town shall have the right to request from the P.B.A. an accounting of the expenditures of said one hundred fifty dollars (\$150.00) per year per member made by the P.B.A.

**C. RETIREMENT:**

1. Retirement Plan - The retirement plan shall include all plans in effect prior to December 31, 1990 and in addition, Section 384-D of the New York State Policemen's and Firemen's Retirement System and Social Security Law, known as the twenty (20) year and out plan.
2. Retirement Plan Collective Bargaining Agreement opener- The Town agrees to open this collective bargaining agreement / contract, with written notice from the P.B.A. for the purpose of exploring and implementing other retirement plans / options available through New York State.

**ARTICLE IX**

**A. PERSONAL LEAVE:**

1. Days Per Year – Each Police Officer shall be allowed five (5) days per year for personal leave.
2. Accumulation - These days may not be accumulated but must be used during the year, in either four (4) or eight (8) hour increments.
3. Commencement - The date of commencement of employment shall be the starting date of the yearly period for purposes of personal leave.
4. Approval – All personal leave must be approved by the Chief of Police.

**B. BEREAVEMENT LEAVE:**

1. Time Off - When a member of the immediate family (herein defined as either spouse, child, parent, spouse's parent, grand parent, brother, sister, brother-in-law, sister-in-law) of the Police Officer has died, said Police Officer shall receive off with full pay those days he would have been scheduled to work between the date of death through and including the day of burial.

**C. SICK LEAVE:**

1. Days Per Year - Each Police Officer shall be allowed fifteen (15) days per year fully paid sick leave.
2. Accumulation - These sick days may be accumulated up to but not exceeding two hundred (200) days.

3. Deduction - Sick days shall be first deducted from the accumulated total before deduction from the current year.
4. Payment - Police Officers with ten (10) years service or more shall, upon separation, be entitled to cash payment, at the rate of pay due said police officer on the date of separation, for all such accumulated sick days. Police Officers separated with less than ten years service shall not receive payment for accumulated sick leave.
5. On The Job Injury - A Police Officer who becomes injured, ill or disabled as a result of an accident or event that takes place while the Police Officer is on the job or in the line of duty, shall be paid his regular salary for the duration of said injury, illness, or disability, regardless of the number of sick days available to such Police Officer in a given year or his accumulated total. Such regular salary shall be paid pursuant to this article only until such time as the Police Officer shall either be certified as fit for duty, or certified unable to return to duty permanently. At such time, as the Police Officer receives compensation as will equal the Police Officers regular salary, subject to the provisions of this article.

D. **HOLIDAYS:**

1. Paid Holidays - Police Officers shall receive the following paid holidays on the designated dates listed:
  - (a) New Years Day (January 1)
  - (b) Martin Luther King (Town observance)
  - (c) Lincoln's Birthday (February 12)
  - (d) Washington's Birthday (February 22)
  - (e) Good Friday (Friday before Easter)
  - (f) Columbus Day (Town observance)
  - (g) Memorial Day (Town observance)
  - (h) Independence Day (July 4)
  - (i) Labor Day (Town observance)
  - (j) Veterans Day (November 11)
  - (k) Thanksgiving Day (Town observance)
  - (l) Day After Thanksgiving (Friday)
  - (m) Christmas Eve (Last 4 Hours of Scheduled Shift, Dec. 24)
  - (n) Christmas Day (December 25)
  - (o) New Years Eve (Last 4 Hours of Scheduled Shift, Dec. 31)
2. Work Holiday - If a Police Officer is required to work on a designated holiday, such Police Officer shall be paid at the rate of three (3) times his hourly salary for each hour worked.

3. Day Off Holiday - If a Police Officers regular day off falls on a designated holiday that Police Officer shall be paid at the rate of one (1) time his hourly salary for eight (8) hours, and four (4) hours for Christmas Eve and New Years Eve.
4. Holiday Payment - Any officer called in for overtime during a holiday will be paid a rate of three times (3X) his regular hourly salary for every hour worked. Should an officer be called in to work overtime on a holiday and works less than eight (8) hours, he will be paid the difference up to eight (8) hours at the day off rate. At no time can an officer receive more than three times (3X) his regular hourly salary for any hour worked.
5. Detective Holidays – When an officer is promoted to Detective and assigned to work the detectives schedule as described in Article V A.5. of this collective bargaining agreement. That Detective shall be paid holidays as per the holiday list Article IX D.1. of this Collective Bargaining Agreement. However since Detectives are scheduled off on holidays. The following will be the exception to that holiday list. If the holiday falls on a Saturday then the Detective will have the Friday before off. If the holiday falls on a Sunday then the detective will have the Monday after off. If a Detective gets called in on the non holiday Friday or Monday that he is scheduled off. That Detective will be paid as per Article IV B.1. and Article IV C.2. of this Collective Bargaining Agreement.

EXAMPLE: If a Detective who is scheduled off the Friday before the holiday is called into work on that Friday before the holiday, that Detective shall be paid call in as per Article IV B. of this Collective Bargaining Agreement

EXAMPLE: If a Detective who is scheduled off the Friday before the holiday is called into work on the holiday, that Detective shall be paid call in as per Article IX D.4. of this Collective Bargaining Agreement

E. **VACATION LEAVE:**

1. **Paid Vacation** - Police Officers shall receive paid vacation time according to the following schedule:

<u>Length of Service</u>	<u>Vacation Time Per Year</u>
Under 6 months	- None -
Between 6 months and 1 year	3 days
Between 1 year and 3 years	10 days
Between 3 years and 5 years	15 days
More than 5 years	20 days
More than 15 years	25 days
More than 25 years	30 days

2. **Use of Vacation** - Vacation leave should be taken during the calendar year except the Police Officer may option to carry over ten (10) days to the next year, but may be accumulated for not more than a year past the calendar year in which it is earned. Vacation time may be used in four (4) or eight (8) hour increments only.
3. **Accumulation** - If such vacation leave is accumulated for one (1) year and not used during that year, it shall be paid as additional compensation at the end of the carry-over year.
4. **Scheduling** - Vacation schedules shall be determined by the Chief of Police according to seniority.

**ARTICLE X**

A. **STAFFED POLICE ORIENTED EDUCATION:**

1. **College Tuition** - A Police Officer who undertakes to avail himself of the opportunity to pursue a study of Police oriented education shall have one hundred percent (100%) of his tuition at such place of education paid for by the Town. This includes Associate's Degree, Bachelor's Degree, Master's Degree, Post Graduate/Doctorate Degree. Officers shall be eligible for the bonus referred to in the provisions of this contract.
2. **Procedure** - Upon written notice that a Police Officer has submitted his/her intention to pursue the above-mentioned course of study, the Town shall advance appropriate tuition for said course. If a Police Officer fails to complete the course, he shall reimburse the Town for the advanced tuition.

3. Books Reimbursement - The Town shall reimburse said Police Officer for the money he spent for books or material purchased for use in said course of study. Said books and material shall be the property of the Town and returned to the Town upon completion of each course.
4. Associate's Degree Bonus - While a Police Officer of the Town Force, upon receipt of an Associate's degree in Police Science, a Police Officer shall be paid by the Town the sum of five hundred dollars (\$500.00) on a one time basis.
5. Bachelor's Degree Bonus - While a Police Officer of the Town Force, upon receipt of a Bachelor's degree in Police Science, a Police Officer shall be paid by the Town the sum of seven hundred fifty dollars (\$750.00) on a one time basis.

**B. IN-SERVICE SCHOOLING:**

1. Definition of In-Service Schools - For the purpose of this article, the term "in-service" schooling shall mean any course of study available to Police Officers, which course of study is given or sponsored by either:
  - (a) New York State Police
  - (b) The Municipal Police Training Council
  - (c) Federal Bureau of Investigation
  - (d) International Association of Chiefs of Police
  - (e) United States Justice Department
  - (f) Orange County District Attorneys Office
  - (g) Town of New Windsor Police Department/New Windsor Police Chief.
2. School Posting - All notices of the availability of in service schooling received by the Town or the Chief of Police shall be posted immediately on the main bulletin board at the New Windsor Police Station.
3. Notice To Attend - In-Service Schooling is not to be mandated within eight (8) hours of an A-Line shift. Officers who are mandated to attend an In-Service School must be given reasonable notice.



## **ARTICLE XI**

### **A. GRIEVANCE PROCEDURE**

In order to maintain harmonious and cooperative relationships between the Town and its Police Officers, it is hereby declared to be the purpose of this grievance procedure to provide all application of and interpretation of this collective bargaining agreement. Grievance shall mean any alleged violation, misinterpretation, or inequitable application of this contract and the terms and conditions of the employment of employees.

#### **STEP 1**

The aggrieved Police Officer or the P.B.A. shall present his written grievance to the Chief of Police who shall orally and informally discuss the grievance with the aggrieved Police Officer. The Chief of Police shall render his written determination to the aggrieved Police Officer or the P.B.A. within five (5) days after the grievance has been presented to him. If such grievance is not resolved to the satisfaction of the aggrieved Police Officer at this stage, he may proceed to Step 2.

#### **STEP 2**

The aggrieved Police Officer or the P.B.A. may within five (5) days of the final determination at Step 1 make a written request to the Town Board with a copy to the Town Supervisor for review and determination. All written statements and records of the case shall be submitted with the case at the time and place when an informal hearing shall be held, where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) working days of receipt of the request for a Step 2 hearing.

#### **ARBITRATION STAGE**

After such hearing, if the Police Officer and/or the P.B.A. is not satisfied with the decision at Step 2 and the P.B.A. determines that the grievance is meritorious; it may submit the grievance to arbitration by written notice to the Town Board within fifteen (15) days of the decision at Step 2.

1. **Selection of an Arbitrator** - Within five (5) days after written notice of submission to arbitration the Town Board and the P.B.A. will agree upon a mutual acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party.

2. Bound Rules American Arbitration - The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
3. Prompt Hearings - The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the closing of the hearing, or if oral hearings have been waived, then the arbitrators decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
4. Arbitrator's Power - The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of any term of this Agreement.
5. Decision is Final and Binding - The arbitrator's award will be final and binding on the parties.
6. Fees - The cost of the arbitration of this section, including all fee expenses shall be borne equally by the parties.

**B. PROCEDURE INTENT:**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

**C. PROCEDURE RIGHTS**

1. Officer's Right to File Grievance - All Police Officers shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
2. Officer Representation - All Police Officers shall have the right to be represented at any stage of the procedure by the P.B.A. and/or its counsel, or by a representative of his own choosing.
3. Time Off for Hearings - All Police Officers who are participants in the grievance procedure, either as an grieved party or as a representative of the P.B.A., shall be allowed such time off from his duties as may be necessary to attend the grievance hearing without loss of pay or vacation or other time credits.
4. Access to Records - Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. Confidential Hearings - All hearings shall be confidential.

6. Responsibility of Enforcement and Effect - It shall be the responsibility of the Town Supervisor to give force and effect to these procedures. At each stage, it shall be the responsibility of the person to whom the grievance is submitted for determination, to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
7. Function of Procedures - The function of these procedures is to assure equitable and proper treatment under the existing contract setting further the terms and conditions of employment for the covered employees.
8. Abandoned Grievances - All grievances which are not filed within twenty-one (21) days of the occurrence of the events leading to the grievance shall be deemed abandoned.

## ARTICLE XII

### **A. LEAVE OF ABSENCE**

1. Notice - Upon one (1) months prior written notice made to the Chief of Police, a Police Officer who has been a member of the Police Force for at least two (2) years, shall be entitled to leave of absence from the Police Force for a period not to exceed one (1) year.
2. Reinstatement - A member of the Police Force who avails himself of the privilege under this section, shall upon one months written notice made prior thereto, be entitled to reinstatement as a member of the Police force at the rank he held when he began his leave of absence, with the length of service credit accumulated on the date he began his leave of absence, and at a salary scale in effect when he returns to the Police Force.
3. Determination Board - Such leave of absence shall be granted for good and sufficient cause, which cause shall be determined by a five (5) member board composed of two (2) members of the P.B.A., the Chief of Police, and two members of the Town Board appointed by the Town Supervisor, after presentation by the affected Police Officer to said Board of all facts relating to his request for said leave of absence.

## ARTICLE XIII

### **A. OPERATION OF POLICE VEHICLES:**

1. Unsafe Vehicle Procedure - If a Police Officer has been assigned to operate or ride in a Police Vehicle, which said Police Officer believes to be in an

unsafe condition, said Police Officer shall have a reasonable time to contact his immediate supervisor for his examination of said vehicle.

2. Supervisory Notice - If said supervisor states that in his opinion, said vehicle is in an unsafe condition, no Police Officer shall be required to operate or ride in said vehicle until such vehicle condition is corrected.

## **ARTICLE XIV**

### **BILL OF RIGHTS:**

- A. Contact of Officer at Residence - Insofar as possible, all Police affairs involving a Police Officer shall be conducted at such times as the Police Officer is on duty. In emergency situations, Police Officers may be contacted at their residences and in such instances both the Police Officers and members of his household shall be treated with normal courtesy and respect.
- B. Bill of Rights Protection and Entitlement - All Police Officers shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights" which shall be added and amended to the present rules and regulations of the own Police Department and which provide as follows:
  1. Interrogation Time - The interrogation of a Police Officer shall be at a reasonable hour, preferably when the Police Officer is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime and the reassignment of the Police Officer to the second shift should be employed. If any time is lost, the Police Officer shall be compensated.
  2. Interrogation Location - The interrogations shall take place at a location designated by the investigating officer. Usually it will be at the Police Headquarters or at the place where the incident allegedly occurred. Said Police Officer shall be represented by counsel at all times if he makes such a request.
  3. Interrogator's Rank - The Police Officer shall be informed of the rank, name, and command of the Officer in charge of the investigation, as well as the rank, name, and command of the interrogating Officer and all persons present during the interrogation. If a Police Officer is directed to leave his post and report for interrogation, the person in charge of that shift shall be notified.
  4. Informed of Nature of Interrogation - The Police Officer shall be informed of the nature of the investigation before any interrogation commences including the name of the complainant. The address of the complainant(s) and/or witnesses need not be disclosed, however sufficient information to reasonably apprise the

Police Officer of the allegations should be provided. If it is known that the Police Officer being interrogated is a witness only, such Police Officer should be so informed at the initial contact.

5. Interrogation Reasonableness - The questioning should not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
6. Promises, Threats or Rewards - The Police Officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answer questions.
7. Interrogation Recording - The complete interrogation of the Police Officer shall be recorded mechanically or by a stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded. The Police Officer or his counsel shall be entitled to a transcript of such stenographic record within a reasonable time after such interrogation.
8. Constitutional Rights If Target of Investigation - If a Police Officer is under arrest or is likely to be, that is, if he is a suspect or a target of a criminal investigation, such Police Officer shall be appraised of his Constitutional Rights pursuant to Miranda vs. Arizona and subsequent court decisions.
9. Right to Counsel - In all other cases, the law imposes no obligations, legal or Otherwise, on the Department to provide an opportunity for a Police Officer to consult with counsel or anyone else when questioned by a superior officer about his employment or matters relevant to his continued fitness for Police Service. Nevertheless, in the interest of maintaining the usual high morale of the force, the department shall afford an opportunity for a Police Officer if he so requests, to consult with counsel before being questioned concerning a serious violation of the rules and procedures or regulations, provided that the interrogation is not unduly delayed. However, for the purpose of counsel delay; past 10:00 a.m. of the day following the notification of interrogation shall be defined as undue delay. Counsel, if available and a representative of a line organization may be present during the interrogation of a Police Officer. Obviously, requests for an opportunity to consult with counsel in connection with minor violations, such as absence from post, failure to report, etc. will be denied unless sufficient reasons are advanced.

## **ARTICLE XV**

### **A. SEVERABILITY:**

1. Invalid Sections of Contract - In the event that any article, section or portion of this Agreement is found to be invalid by decision of a tribunal of competent jurisdiction, then such specific article, section, or portion specified in such decision shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.
2. If Invalid Reopen Negotiations - In the event of the issuance of such decision, either party shall have the right to immediately reopen negotiations with respect to a substitution for such article, or portion of the Agreement involved.

## **ARTICLE XVI**

### **A. LEGISLATIVE ACTION FOR APPROVAL:**

1. It is agreed by both parties that any article, section, or portion of this Agreement requiring legislative action to permit its implementation by amendment of law or providing that additional funds therefore be made available, shall not become effective until the appropriate body has given approval. The provisions of said article, section or portion shall be retroactive to the date of this Agreement upon approval by the appropriate body.

## **ARTICLE XVII**

### **A. DURATION OF AGREEMENT:**

1. Effective Date and Termination Date - This Agreement shall become effective January 1, 2008 and shall terminate at the close of business on December 31, 2010.
2. Start of New Negotiations - The parties agree that they will enter into discussion in attempt to arrive at a new contract on or before June 1, 2010.

3. Contract Remains in Effect Until New Agreement - The Town agrees that if no contract settlement has been reached by midnight December 31, 2010, that the terms of this Agreement will remain in effect until such time as there is a contract settlement between the parties for the ensuing year.
4. Terminates All Prior Agreements - This Agreement is the entire agreement between the Town and the P.B.A. and terminates all prior agreements and understandings and concludes all negotiations during its term. During the term of this Agreement, either party will unilaterally seek to change or modify the terms and conditions of this Agreement through legislative or administrative action, or by any other means.
5. Terms and Conditions of Agreement - Both parties agree to jointly support any legislative or administrative action necessary to implement the terms of this Agreement. The parties acknowledge that they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

**APPENDIX "A"**

**BASE SALARY SCALE**

LENGTH OF SERVICE	3% 2008	3% 2009	4% 2010
STARTING	\$46,806.08	\$48,210.26	\$50,138.67
AFTER 6 MONTHS	\$48,461.08	\$49,914.92	\$51,911.51
AFTER 1 YEAR	\$51,226.92	\$52,763.73	\$54,874.28
AFTER 2 YEARS	\$56,195.68	\$57,881.55	\$60,196.82
AFTER 3 YEARS	\$58,405.03	\$60,157.18	\$62,563.47
AFTER 4 YEARS	\$60,062.54	\$61,864.42	\$64,338.99
AFTER 5 YEARS	\$62,825.88	\$64,710.65	\$67,299.08
8 YEAR LONGEVITY	2% \$64,082.39	2% \$66,004.86	2.5% \$68,981.55
11 YEAR LONGEVITY	2% \$65,364.04	2% \$67,324.96	2.5% \$70,706.09
14 YEAR LONGEVITY	2% \$66,671.32	2% \$68,671.45	2.5% \$72,473.74
17 YEAR LONGEVITY	2% \$68,004.75	2% \$70,044.88	2.5% \$74,285.59
20 YEAR LONGEVITY	2% \$69,364.84	2% \$71,445.78	2.5% \$76,142.73



# APPENDIX "B"

## DUTY CHART

The Duty Chart of a Typical Month

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
										1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	3	3
	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1
Sgt A-Line	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A
Sgt A-Line		A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A		
Slot 1	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A
Slot 2	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A
Slot 3		A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A		
Slot 4		A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A		
Slot 5	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A
Slot 6	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A
Slot 7	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A			A	A	A	A
Sgt. B-Line	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B
Sgt. B-line		B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B		
Slot 1	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B
Slot 2	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B
Slot 3		B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B		
Slot 4		B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B		
Slot 5	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B
Slot 6	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B
Slot 7	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B
Sgt C-line	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C
Sgt. C-Line		C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C		
Slot 1	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C
Slot 2	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C
Slot 3		C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C		
Slot 4		C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C		
Slot 5	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C
Slot 6	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C
Slot 7	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C			C	C	C	C

## **APPENDIX "C"**

### **UNIFORM LIST**

Newly hired Police Officers shall be provided his/her full uniform at the Town's expense which by this Agreement consists of the following items:

1. (1) Hat
2. (1) Hat Shield
3. (1) Hat Band
4. (4) Long Sleeve Shirts
5. (4) Short Sleeve Shirts
6. (4) Pair of Pants
7. (1) Set of Collar Brass
8. Silver buttons for all shirts and jackets
9. (1) Tie
10. (1) Tie Clasp
11. (1) Whistle & Chain
12. (1) Name Tag
13. (1) Badge
14. (1) Pair of Shoes/Boots
15. (1) Gun Belt with Keepers
16. (1) Pant Belt
17. (1) Gun Belt
18. (1) Double Magazine Pouch
19. (1) Key Strap
20. (1) Baton Ring
21. (1) Baton
22. (1) Hand Cuff Case
23. (1) Set of Hand Cuffs
24. (1) Approved Spring Jacket
25. (1) Approved Winter Coat
26. (1) Rain Coat
27. (1) Dress Blouse
28. (1) Shoulder Strap
29. Police emblems and flags for all shirts and jackets
30. (1) Radio Case
31. (1) Bullet Proof Vest
32. (1) Flashlight

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals by their respective representatives on this 3<sup>rd</sup> day of April, 2008.

(Seal)

**TOWN OF NEW WINDSOR**

  
George A. Green, Supervisor

By:

(Seal)

**POLICEMEN'S BENEVOLENT ASSOCIATION  
OF NEW WINDSOR, NEW YORK, INC.**

  
Christopher J. Sager, President

By: